

Request for Proposals

to contract with

Louisiana Economic Development

on issues related to
Camp Minden/North Louisiana Economic Development Park
Market Study and Master Plan

Published May 15, 2006, 2006



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**Request for Proposals
From Economic Development Practitioners
Louisiana Economic Development**

GENERAL INFORMATION:

Contracting State Agency:

Louisiana Department of Economic Development
[d/b/a Louisiana Economic Development (LED)]

State Agency Contact:

Steven L. Windham, CEcD, EDFP, CPA Inactive
Economic Development Specialist

Ph: 225.342.6443

Fax: 225.342.9448

E-mail: windham@la.gov

Mailing Address: Minden RFP Responses
Louisiana Economic Development
P. O. Box 94185
Baton Rouge, LA 70804-9185

Physical Address: LED Receptionist, Room 229
2nd Floor, Capitol Annex Building
1051 North 3rd Street
Baton Rouge, LA. 70802

Deadline for Receiving Proposals:

Completed sealed proposals must be in the possession of LED not later than **4:00 P.M. CST, on Friday, June 16, 2006**. Fax or e-mail proposals are not acceptable. Proposals should be submitted as soon as possible. It is solely the responsibility of each proposer to assure that his/its proposal is delivered at the specified place and prior to the deadline for submission. Proposals which for any reason are not so timely and properly delivered will not be considered for purposes of this RFP.

Introduction/Purpose:

The purpose of this Request for Proposal ("RFP") is for Louisiana Economic Development to award a contract to a qualified firm pursuant to which the firm will work with state, regional, military and local officials and groups on issues related to a market study and master plan for the use of 1,500 acres of Camp Minden to be designated as a North Louisiana Economic Development Park.

Minimum Qualifications Considered:

- Demonstrated successful involvement and experience with previous Market Studies and Master Plans for the development of Economic Development parks and in working with states, communities and educational institutions in obtaining recommendations and in the coordination of the necessary public and private components for the creation of the facilities.
- Ongoing relationships with governmental entities and economic development agencies and groups.

- Experience with obtaining strategic support for the development of Economic Development Parks and similar facilities, including marketing and promoting a master plan for such development.

Scope of Services and Activities:

OUTLINE SCOPE OF WORK *Camp Minden / North Louisiana Economic Development Park Market Study and Master Plan*

(Establish a time frame for deliverables for each contract topic.)

1. Visioning & Goal Setting:
 - a. Establish Task Force/Blue Ribbon Committee (30-35 Stakeholders)
 - i. National Guard
 - ii. Government (State, Regional, Local representatives)
 - iii. Chambers of Commerce (Regional, Local)
 - iv. Railroad
 - v. Utilities (esp. Power)
 - vi. Economic development / industrial development entities
 - b. Conduct Visioning Session / Kick-off Workshop to:
 - i. Present the Schedule and Scope of Planning Process
 - ii. Identify Key Issues & Opportunities
 - iii. Outline a Common Vision for the Project
 1. Draft Goal Statement

Deliverables and projected time frame for delivery:

- *Type and Distribute List of Task Force Members with Contact Information*
- *Facilitate Visioning Session / Kick-off Workshop*
- *Produce Meeting Minutes / Summary to include a Draft Vision Statement for Circulation, Review and Comment*

2. Data Collection & Analysis:
 - a. Overview and Summary of Existing Conditions:
 - i. Physical Facilities Inventory and Assessment (Summary inventory of existing buildings and structures; level of detail – TBD)
 - ii. Infrastructure Assessment
 1. Roads and Pavement

- 2. Utilities (water, sewer, natural gas, telecommunications, power)
 - 3. Railroad
 - iii. Environmental Issues / Conditions
 - 1. HTRW
 - 2. T & E Species
 - 3. Wetland delineation
 - 4. Flood Plain (100 and 500 year)
 - 5. Cultural Resource Overview
 - iv. Current Camp Minden Lease Holders
 - 1. Tenant Information Matrix – to include: contact information, brief description of operation, square footage, and lease terms
- b. Market Research/Assessment
 - i. National and regional economic and business trends
 - ii. Regional economic development activity history / assessment
 - iii. Regional demographic analysis – comparison with regional and national trends
- c. Summary Opportunity and Constraints Analysis
 - i. Summary of Existing Site and Facility Conditions
 - ii. Market Research / Demographic Summary
 - iii. Initial Assessment of Strengths and Weaknesses, Opportunities and Weaknesses
- d. Task Force / Stakeholder Work Session #2
 - i. Review and Discuss Task 2 Findings
 - ii. Finalize Vision and Key Goals

*Deliverables and projected time frame for delivery:
Detailed reports and executive summaries of the following items:*

- *Existing Conditions*
- *Environmental Issues / Conditions*
- *Current Camp Minden Lease Holders*
- *Market Assessments described in 2.b*
- *Opportunities and Constraints Analysis described in 2.c*
- *Finalized Vision and Key Goals*
- *Minutes from Work Session #2*

- 3. Alternative Development Concepts and Strategies
 - a. Generate Preliminary Alternative Economic Development Strategies

- b. Generate Preliminary Alternative Land Development Concepts
- c. Task Force / Stakeholder Work Session #3
 - i. Select Preferred Economic Development and Land Development Strategies and Concepts
- d. Refine / Develop Preferred Alternative Strategy and Concept
- e. Outline Initial Implementation Plan / Strategy
 - i. Preliminary “Phasing” of Preferred Land Development Alternative
 - ii. Preliminary Schedule for Implementation of Economic Development Strategy
- f. Task Force / Stakeholder Work Session #3
 - i. Review, Discuss and Adopt the Economic Development Strategy and Land Development Concept
 - ii. Review and Discuss Preliminary Implementation Strategy

*Deliverables and projected time frame for delivery:
Detailed reports and executive summaries of the following items:*

- Preliminary Alternative Economic Development Strategies
- Preliminary Alternative Land Development Concepts
- Initial Implementation Plan / Strategy
- Minutes from Work Session #3

4. Development of Master Plan Report and Implementation Strategy

- a. Prepare Draft and Final Reports:
 - i. Vision and Summary Goals
 - ii. Existing Conditions Analysis
 - iii. Alternative Development Concepts and Strategies
 - iv. Illustrative Master Plan
 - v. Phasing and Cost Estimates
- b. Circulate Draft and Final Reports for Review and Comment
- c. Prepare Implementation Action Plan & Schedule
 - i. Finalize “Who, What, When, Why, How” Responsibilities
- d. Task Force / Stakeholder Work Session #4
 - i. Review, Discuss and Accept Draft Report

- ii. Review, Discuss Implementation Plan
- e. Presentation of Final Deliverable to Task Force

*Deliverables and projected time frame for delivery:
Detailed reports and executive summaries of the following items:*

- *Strategies*
- *Vision and Summary Goals*
- *Existing Conditions Analysis*
- *Alternative Development Concepts and Strategies*
- *Illustrative Master Plan*
- *Phasing and Cost Estimates*
- *Implementation Action Plan & Schedule with Responsible Parties Assigned*
- *Powerpoint presentation of Action Plan and Recommendations*

ADMINISTRATIVE INFORMATION:

The period of any contract resulting from this RFP is tentatively scheduled for one (1) year, to begin on or about June 30, 2006 and to continue through *December 31, 2007*. Time is of the essence in the performance of the Contract. Each bidder is to set forth the time frame for delivery which will be a factor in determining the successful bidder.

Proposer Inquiries

The State will consider written proposer inquiries regarding RFP requirements or Scope of Services up to the date specified in the Calendar of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above E-MAIL address or via FAX at 225-342-5389 by 4:00 p.m. CST on the date specified in the Calendar of Events. Responses to each of the questions presented by the proposers will be sent to all potential proposers.

Calendar of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	5/15/06
Deadline for receiving proposer inquiries	5/26/06
Issue responses to proposer inquiries	6/02/06
Proposal submission deadline	6/16/06
Announce Award of "Successful Proposer"	6/23/06
Contract execution and Start of Work	6/30/06

NOTE: The State of Louisiana reserves the right to amend and/or change this schedule of RFP activities, as it deems necessary.

PROPOSAL INFORMATION:

Determination of Responsibility

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. The State must find that the proposer:

- ✓ Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- ✓ Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- ✓ Is able to comply with the proposed or required time of delivery or performance schedule;
- ✓ Has a satisfactory record of integrity, judgment, and performance; and
- ✓ Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the state to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

Proposal Format:

Proposer must submit an original and three (3) copies of its proposal, comprised of:

- i. An executive summary introducing the purpose and scope of the proposal; the response date; proposer name, address, phone number, electronic mail address (email and web address, if available); and the stipulation that the proposal will be valid for at least ninety (90) days from the date of submission.
- ii. Information about the proposer's qualifications and experience.
- iii. Names of specific personnel to be used for this proposal and their qualifications, as detailed later in this RFP. (NOTE: LED HAS FINAL APPROVAL OF PERSONNEL ASSIGNED TO ITS ACCOUNT)
 - a. NOTE: The proposal must stipulate that these personnel will not be removed from the contract without prior approval of LED.
- iv. A list of agencies with names and contact persons, for whom similar work has been done.
- v. A narrative description of the methodology and approach to be used and activities to be undertaken.
- vi. Total cost of all contract related expenses.
- vii. If applicable, the length of time needed for the services, broken down by phases, if phasing is necessary.
- viii. The proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted.

Waiver of Administrative Informalities

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or in part, all proposals submitted and/or cancel this announcement if it is determined to be in the State's best interest.

Cost of Preparing Proposals

The State is not liable for any costs incurred by prospective proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the proposer in responding to this RFP are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by the State of Louisiana.

Subcontracting Information

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables referenced in the RFP, the proposal and any subsequent contract. This general requirement notwithstanding, if they elect to do so, proposers may enter into subcontractor arrangements; however proposers should acknowledge in their proposal total responsibility for the entire performance under the contract.

If the proposer intends to subcontract for portions of the work, the proposer should include specific designations of the tasks to be performed by the subcontractor; and the information required of the proposer under the terms of this RFP is also required for each subcontractor.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for furnishing any of the work and professional services herein contracted for without the express written approval of the State.

Contract Award and Execution

The State reserves the right to enter into a Contract without further discussion of the proposal submitted based on the initial offer received. The State reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected proposer will become part of any contract initiated by the State.

The selected proposer will be expected to enter into a contract which is basically the same as the sample contract attached hereto. In no event is a proposer to submit its own standard contract terms and conditions as a response to this RFP.

If the selected proposer fails to sign the final contract within (10) business days of delivery of it, the State may elect to cancel the award, and award the contract to the next-highest-ranked proposer.

Deliverables

The contract to be entered into as a result of this RFP and the responses received will require the Contractor to provide periodic written reports, at least monthly, to Louisiana Economic Development detailing all contract related activities, and including copies of reports, studies, analyses, presentations, and other materials prepared in connection with the contract.

EVALUATION AND SELECTION PROCEDURE:

Evaluation

The evaluation will be based only on the weighted criteria listed in this RFP.

Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team, to be designated by Louisiana Economic Development, which will determine the proposals most responsive or most advantageous to the state taking into consideration the price and evaluation factors set forth in this RFP.

Mandatory Administrative Evaluation

All proposals will be reviewed by the Evaluation Team to determine compliance with mandatory administrative requirements as specified in this RFP. Proposals found not to be compliant will be rejected from further consideration.

Technical Proposal Selection Criteria:

The Technical criteria to be applied to each primary technical area proposed are listed below:

- General Corporate Experience, Qualifications, Capabilities and Past Performance
- Financial Stability (Please submit financial statements or other relevant data)
- Project Methodology, Approach and Activities
- Resumes

General Corporate Experience, Qualifications, Capabilities and Past Performance

The proposer will be evaluated on past experience with similar projects and pertinent corporate resources. The Evaluation team will review the proposer's overview of its experience rendering services similar to those included in this RFP.

The evaluation team will then assess the proposer's description of the corporate resources, including any that would be available to support the State requirements.

Finally, the evaluation team will evaluate the proposer's past performance qualifications and references; and will also review the past performance qualification for any subcontractor which may be proposed.

Financial Stability

The evaluation team will be evaluating the financial stability of the proposer based upon financial statements or other relevant data submitted by applicant.

Project Methodology, Approach and Activities

The evaluation team will evaluate the proposer's overall methodology, approach and activities in connection with providing the services and satisfying the requirements of the RFP and any proposed activities. The items that will be evaluated include:

Management Capability

The proposer's approach to managing the overall project. In assessing the Management Capability, the evaluators will be looking for the following items:

- Project Organization (including identification and role of any subcontractors)
- Program Manager
- Team Staffing Resources
- Support Resources
- Project Management Planning and Tracking System
- Project Reporting
- Monthly Progress/Status Reporting
- Quality Assurance
- Subcontractor Management
- Management Planning and Reporting
- Timely delivery of receivables

In reviewing the proposer's methodology the evaluation team will be looking for the following:

- Basic principles of the proposer's solution process, system, method or strategy;
- The steps involved in the proposer's solution process;
- A description of any tools that support the various steps in the solution process;
- Any quality control and assurance techniques employed.
- Timeliness of performance.

Resumes

The evaluation team will assess the quality of the resumes which should contain the name, job position and a detailed explanation of education, experience, training, recent relevant experience, and size and scope of projects supported.

COST PROPOSAL SELECTION CRITERIA:

The proposal must be based on a fixed fee, a total price, inclusive of overhead, travel, and all other expenses. The billing and payment terms will be negotiated during the contract process. The cost evaluation will be based upon the total price submitted by the proposer.

CALCULATION OF FINAL PROPOSER SCORES:

The total score for each proposer will be calculated based on the sum of their Qualifications, Experience & Financial Stability score, their Proposed Methodology, Approach and Activities score, and their Cost score, as broken down below.

Criteria	Maximum Points
Qualifications, Experience & Financial Stability	35
Proposed Methodology, Approach and Activities	35
Cost	30
Maximum Score	100

The cost score for each proposer will be calculated as follows:

$$(\text{Lowest Proposed Cost} / \text{Proposer's Cost}) \times 30 = \text{Cost Score}$$

SELECTION OF QUALIFIED PROPOSERS:

The award will be made to the entity who receives the highest points during the evaluation. The evaluation team will present the highest scored proposer to the head of the agency.

The evaluation team will notify all proposers as to the highest scored proposer, and an announcement of the winner will be made as quickly as possible after the review.

DEADLINE, MAILING ADDRESS AND LOCATION FOR DELIVERY OF PROPOSALS:

All proposals must be sealed and submitted **on or before 4:00 P.M. CST on Friday, June 16, 2006**, if by mail to:

**RFP Responses
Louisiana Department of Economic Development
P.O. Box 94185
Baton Rouge, LA 70804-9185**

Or if delivered, to this physical address:

**LED Receptionist, Room 229
Second Floor, Capitol Annex Building
1051 North 3rd Street
Baton Rouge, LA 70802**

Proposals received after that date and time can not be considered.

Proposals and materials submitted with proposals will not be returned by LED.
If you have any questions, please E-Mail them to windham@la.gov, or FAX them to 225-342-5389, by 4:00 P.M. CST, Friday, May 26, 2006.

ATTACHMENT

(Basic Agreement)

CONSULTING SERVICES AGREEMENT
between
STATE OF LOUISIANA,
DEPARTMENT OF ECONOMIC DEVELOPMENT
and
(Contractor)

Be It Known, that this agreement has been entered into and is effective as of the ____ day of _____, 2006, by and between the **Louisiana Department of Economic Development**, Capitol Annex Building, 1051 North 3rd Street, P. O. Box 94185, Baton Rouge, LA 70804-9185 (hereinafter sometimes referred to as the “**Department**”, “**LED**” or “**State**”), and _____, Suite _____, _____ - _____, (hereinafter sometimes referred to as “____” or as “**Contractor**”), who have entered into this Consulting Services Agreement (sometimes herein called “agreement” or “contract”) under the following terms and conditions.

I. Introduction

In order to serve the public for the purposes hereinafter declared, the Louisiana Department of Economic Development and _____ have entered into this Consulting Services Agreement.

Louisiana: Vision 2020 is the Master Plan for Economic Development for the State of Louisiana. In support of the goals of *Vision 2020*, the Contractor proposes to undertake the programs and projects as described under Section II, “Scope of Services” below to provide necessary services. The State is seeking the assistance of a qualified firm to work with state, regional, and local officials and groups in connection with issues related to the preparation of a master plan and market study for the use of Camp Minden as a North Louisiana Economic Development Park and the Contractor is undertaking to assist the State in this endeavor. These activities will help the State to find or seek out opportunities to enhance economic growth in Louisiana, may help in the retention of existing businesses or creation of new companies for our State, and may thereby help retain existing jobs or create new jobs for the citizens of Louisiana.

This project has a public purpose, and it is in the public interest of the State of Louisiana and its citizens.

II. Scope of Services

The **Goals** of this contract are for the Contractor to provide assistance and to work with state, regional, and local officials and groups in connection with issues related to providing a market study for the use of Camp Minden as a North Louisiana Economic Development Park which activities may help the State to find or seek out opportunities to enhance economic growth in Louisiana, may help in the retention of existing businesses or creation of new companies for our State, and may thereby help retain existing jobs or create new jobs for the citizens of Louisiana.

The **Objectives** of this contract are to provide support to the Contractor in its endeavors to provide the assistance described above in connection with all of the activities described above; which activities may help the State to find or seek out opportunities to enhance economic growth in

Louisiana, may help in the retention of existing businesses or creation of new companies for our State, and may thereby help retain existing jobs or create new jobs for the citizens of Louisiana.

And in connection therewith, the Contractor agrees to furnish the following services:

5. Visioning & Goal Setting:

- a. Establish Task Force/Blue Ribbon Committee (30-35 Stakeholders)
 - i. National Guard
 - ii. Government (State, Regional, Local representatives)
 - iii. Chambers of Commerce (Regional, Local)
 - iv. Railroad
 - v. Utilities (esp. Power)
 - vi. Economic development / industrial development entities
- b. Conduct Visioning Session / Kick-off Workshop to:
 - i. Present the Schedule and Scope of Planning Process
 - ii. Identify Key Issues & Opportunities
 - iii. Outline a Common Vision for the Project
 1. Draft Goal Statement

Deliverables:

- *Type and Distribute List of Task Force Members with Contact Information*
- *Facilitate Visioning Session / Kick-off Workshop*
- *Produce Meeting Minutes / Summary to include a Draft Vision Statement for Circulation, Review and Comment*

6. Data Collection & Analysis:

- a. Overview and Summary of Existing Conditions:
 - i. Physical Facilities Inventory and Assessment (Summary inventory of existing buildings and structures; level of detail – TBD)
 - ii. Infrastructure Assessment
 1. Roads and Pavement
 2. Utilities (water, sewer, natural gas, telecommunications, power)
 3. Railroad
 - iii. Environmental Issues / Conditions
 1. HTRW
 2. T & E Species
 3. Wetland delineation
 4. Flood Plain (100 and 500 year)
 5. Cultural Resource Overview
 - iv. Current Camp Minden Lease Holders

1. Tenant Information Matrix – to include: contact information, brief description of operation, square footage, and lease terms
- b. Market Research/Assessment
 - i. National and regional economic and business trends
 - ii. Regional economic development activity history / assessment
 - iii. Regional demographic analysis – comparison with regional and national trends
- c. Summary Opportunity and Constraints Analysis
 - i. Summary of Existing Site and Facility Conditions
 - ii. Market Research / Demographic Summary
 - iii. Initial Assessment of Strengths and Weaknesses, Opportunities and Weaknesses
- d. Task Force / Stakeholder Work Session #2
 - i. Review and Discuss Task 2 Findings
 - ii. Finalize Vision and Key Goals

Deliverables:

7. Alternative Development Concepts and Strategies
 - a. Generate Preliminary Alternative Economic Development Strategies
 - b. Generate Preliminary Alternative Land Development Concepts
 - c. Task Force / Stakeholder Work Session #3
 - i. Select Preferred Economic Development and Land Development Strategies and Concepts
 - d. Refine / Develop Preferred Alternative Strategy and Concept
 - e. Outline Initial Implementation Plan / Strategy
 - i. Preliminary “Phasing” of Preferred Land Development Alternative
 - ii. Preliminary Schedule for Implementation of Economic Development Strategy
 - f. Task Force / Stakeholder Work Session #3
 - i. Review, Discuss and Adopt the Economic Development Strategy and Land Development Concept

- ii. Review and Discuss Preliminary Implementation Strategy

Deliverables:

8. Development of Master Plan Report and Implementation Strategy

- a. Prepare Draft and Final Reports:
 - i. Vision and Summary Goals
 - ii. Existing Conditions Analysis
 - iii. Alternative Development Concepts and Strategies
 - iv. Illustrative Master Plan
 - v. Phasing and Cost Estimates
- b. Circulate Draft and Final Reports for Review and Comment
- c. Prepare Implementation Action Plan & Schedule
 - i. Finalize “Who, What, When, Why, How” Responsibilities
- d. Task Force / Stakeholder Work Session #4
 - i. Review, Discuss and Accept Draft Report
 - ii. Review, Discuss Implementation Plan
- e. Presentation of Final Deliverable to Task Force

Deliverables:

LED shall have final approval of Contractor’s personnel assigned to the performance of services for this project and this agreement. Contractor hereby agrees that personnel assigned to the performance of services for this project and this agreement as shown in the Contractor’s Proposal in response to the LED’s Request for Proposals (RFP), and as may be approved by LED from time to time, will not be removed from performance under this agreement without the prior approval of LED.

Subcontractors:

The Contractor may, but only with prior written permission from the State, enter into subcontracts with third parties, as shown in the Contractor’s Proposal in response to the LED’s Request for Proposals (RFP), and as may be approved by LED from time to time, for the performance of any part of the Contractor’s duties and obligations under this contract. In no event shall the existence of a subcontract operate to release or reduce the liability or responsibility of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties hereunder.

III. Deliverables

The Contractor shall produce and provide to LED:

- (a) All of the services sought through this agreement;
- (b) Monthly written Progress Reports describing all contract related activities in which the Contractor participated during the previous month, showing the achievement of any specific goals and objectives consistent with the provisions, goals and objectives of this agreement,

- and including copies of any reports, studies, analyses, presentations, and any other materials prepared, presented or received in connection with any such activities and this agreement;
- (c) Periodic Invoices for payment, upon completion of one or more deliverables, outlining the services provided during the term included in such Invoice, to be consistent with the provisions, goals and objectives of this agreement; and after its receipt and approval by LED, payments may be made by LED to the Contractor.

Contractor shall also submit to LED copies of all contracts with outside consultants and service providers relative to this agreement, if any, upon the final execution thereof.

IV. LED's Contract Monitor

The Secretary of LED, or his designee, will designate and may change from time to time, one or more persons on his staff to act as the LED's project representative or as the "Contract Monitor" for this project, to provide liaison between the Contractor and the LED, and to perform various duties which are specifically provided for in this agreement.

V. Performance Measures

Performance Measures for this Contract shall include the Contractor's resources, initiatives and the timely and successful completion, submission and performance of the following:

- (1) Contractor's assistance and work provided to the various agencies, groups and entities mentioned in this agreement, and its activities and performance of services in the attainment of and consistent with the provisions, goals and objectives of this agreement.
- (2) Contractor's monthly Progress Reports, as described above, consistent with the provisions, goals and objectives of this agreement.
- (3) Contractor's periodic Invoices, as described above, consistent with the provisions, goals and objectives of this agreement.

VI. Monitoring Plan

During the term of this agreement, representatives of the Contractor shall discuss with LED's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, and any other matters relating to the project. LED's Contract Monitor shall review and analyze Contractor's plans for the project, its monthly Progress Reports, as well as its Invoices, to ensure Contractor's compliance with contract requirements; and shall:

- A. Contact Contractor for further detail, information or documentation when necessary;
- B. Assure that items or payments requested in Invoices are in compliance with this agreement; and
- C. Coordinate with LED's fiscal office for payments to the Contractor, and/or obtaining of any further needed documentation from the Contractor.

The Contract Monitor shall also review and analyze the Contractor's performance for compliance with the Scope of Services; and shall:

- 1. Compare the Contractor's performance, monthly Progress Reports and Invoices to Goals and Objectives outlined in this contract to determine the progress being made;
- 2. Contact Contractor to secure any missing deliverables;
- 3. Maintain telephone and/or e-mail contact with Contractor on contract activity and/or make visits to the Contractor and site in order to review the progress and completion of

the Contractor's services, to assure that performance goals are being achieved, and to verify information when needed.

Between required performance reporting dates, Contractor shall inform LED of all problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time schedules and goals. Contractor's disclosure shall be accompanied by a statement describing the action taken or contemplated by Contractor, and any assistance which may be needed to resolve the situation.

VII. Contract Cost

The LED's total cost for the project contemplated by this agreement shall be the sum of _____ & NO/100 (\$ _____.00) DOLLARS, which sum shall be inclusive of all fees, costs and expenses to be paid by LED in connection with the services to be provided under this agreement. The total billings for all services and expenses covered by this Contract shall not exceed the total amount stated above. This is the total sum that has been allocated for this project by the Department of Economic Development. Any payments/reimbursements which may be due under this agreement will be allowed only for charges/expenditures occurring between and including the dates of _____ 1, 2006, and _____ 2007, and this project and all of the Contractor's services shall be completed by that date, unless the term of this agreement is extended at the option of LED, as provided in Article IX hereinafter.

VIII. Payment Terms

In consideration of the services to be provided as described above, and provided progress and/or completion of the Contractor's services are to the reasonable satisfaction of LED, payment of the sum stated above shall be made to the Contractor by LED, as follows based upon project goals and objectives and the timely performance of deliverables:

(to be obtained from Proposal or negotiated with winning Proposer)

after the receipt from the Contractor and approval by LED of the Contractor's periodic Invoices requesting payment; and the Contractor's submission of such Invoices shall constitute a certification from the Contractor that all services required in connection with this contract for the time period reflected in each Invoice have been fully performed and completed justifying the requested payment. The Contractor shall determine the frequency that such periodic Invoices are submitted to LED, but such frequency shall not exceed one (1) Invoice per calendar month.

If the LED Contract Monitor determines that the Contractor has failed to reasonably achieve its specific goals and objectives for the disbursement of funds, LED will withhold payment until such goals and objectives are met, unless approval to pay the funds is obtained from either the Secretary or Undersecretary of LED.

Travel expenses, if any, shall be reimbursed only in the event that this agreement provides for such reimbursement, such travel expenses are included in the Contractor's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to periodic Invoices for reimbursement.

IX. Contract Term

The term of the contract shall be as negotiated for the receipt of the deliverables. However, for the purposes of providing a Term for the Contract, then this contract shall begin as of -----, **2006**; the Contractor's services hereunder and this project shall be completed by ----- **2007**; and this contract shall terminate on ----- **2007**, unless amended in writing and approved by all parties, including the Division of Administration, Office of Contractual Review.

LED shall have the option to renew or extend the term of this Agreement for up to two (2) additional years; which option may be exercised by LED either by renewing or extending this Agreement for a two (2) year term, or for one (1) year only, and then if LED elects to do so, it may again be extended for another year.

X. Tax Liability

Contractor hereby agrees that the responsibility for payment of any taxes from the funds thus received under this agreement and/or legislative appropriation shall be the Contractor's obligation, identified under Contractor's Federal Tax Identification Number: _____.

XI. Termination for Convenience

Either party may terminate this agreement at any time by giving thirty (30) days written notice. The State may amend this agreement due to budgetary reductions or changes in funding priorities by the State upon giving thirty (30) days written notice.

XII. Termination for Cause

LED may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of this agreement, provided that LED shall give Contractor written notice specifying Contractor's failure. If within thirty (30) days after receipt of such notice, Contractor shall not have either corrected such failure or, in a case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then LED may, at its option, place Contractor in default and this agreement shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of LED to comply with the terms and conditions of this agreement; provided that Contractor shall give LED written notice specifying LED's failure and a reasonable opportunity for LED to cure the defect.

XIII. Remedies for Default

Any claim or controversy arising out of this agreement shall be resolved under the provisions of LSA – R.S. 39:1524 through 1526.

In the event that this agreement shall be terminated as provided in Section XII above, the State shall not be liable to Contractor for services performed after that date.

XIV. Ownership of Materials

All records, reports, documents and other materials delivered or transmitted to Contractor by the State shall remain the property of the State, and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at the termination or expiration of this agreement. All records, reports, documents, or other materials related to this agreement and/or obtained, prepared or produced by Contractor in connection with the performance of the services contracted for herein shall become the property of the State, and shall, upon request, be delivered or returned by Contractor to the State, at the Contractor's expense, at the termination or expiration of this agreement.

XV. Assignment of Interest

Contractor shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment, notation or otherwise), without the prior written consent of the State; provided however, that claims for money due or to become due to Contractor from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State. The State shall in all cases pay only the Contractor for services provided; and the Contractor shall directly pay any assignments out of any payments received from the State.

XVI. Audits and Auditors

It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors, and/or the LED auditor shall have the option of auditing all records and accounts of the Contractor that relate to this agreement, as well as all contracts with outside consultants and service providers relative to the performance of services under this agreement.

XVII. Fiscal Funding

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Louisiana legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, this contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

XVIII. Discrimination Clause

Contractor agrees to abide by the requirements of Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, not to discriminate against participants, and that Contractor will render services under this agreement without discrimination, and without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for the termination of this agreement.

XIX. Public Liability

Contractor hereby agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Contractor, its agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, its State Departments, Agencies, Boards and Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate,

handle, respond to, provide defense for and defend any such claims, demands, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

XX. State Liability

The State's liability under this agreement shall be limited to the dollar amount of the agreed compensation or total cost amount shown in this agreement; and the State shall not in any way be responsible for any additional monetary sums or for any actual, general, special, compensatory, consequential, punitive, pecuniary or plenary damages, any interest, attorney's fees, or for any other or additional claims whatsoever which may be made by any party to this agreement.

XXI. Headings

The Section "Headings" and paragraphs and their numerical and alphabetical notations, for the purpose of this agreement, are solely for the ease of reference.

XXII. Agreement Approval; Amendment Approval

This agreement, as well as any amendment thereto, shall not be effective until it has been approved and signed by all parties, and until it has been approved by the Division of Administration, Office of Contractual Review.

XXIII. Notice of Insufficiency

It is the responsibility of the Contractor to advise the LED in advance if contract funds or contract terms may be insufficient to complete contract objectives.

XXIV. Choice of Law; Conflicts of Interest; Code of Ethics

This is a Louisiana contract and all of its terms shall be construed in accordance with and all disputes shall be governed by the laws of the State of Louisiana, of the United States of America; and all parties submit themselves to the jurisdiction of the Courts located in the Parish of East Baton Rouge, in the State of Louisiana, in the event of any legal proceedings in connection with this contract.

Contractor warrants that Contractor and Contractor's representatives are familiar with and will comply with all applicable laws of the State of Louisiana. By accepting this engagement the Contractor is agreeing to work for and provide services to LED, and thereby subjects Contractor's firm and employees to the Laws of the State of Louisiana, including particularly, but not limited to, State laws relating to Conflicts of Interest, as well as the State Code of Governmental Ethics which applies to the Contractor in the performance of services called for under this contract. The Contractor agrees to immediately notify the State in potential conflicts of interest or violations of the State Code of Governmental Ethics arise at any time during the term of this agreement.

XXV. Entire Agreement

This Contract, together with the "Request for Proposal" ("RFP") and any addenda issued thereto by LED, the Proposal submitted by the Contractor in response to LED's RFP, as well as any exhibits and/or attachments specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter of this Contract.

In the event of any inconsistent or incompatible provisions, this signed Agreement (excluding the RFP, the addenda, and the Contractor's Proposal) shall take precedence, followed by the provisions of the RFP and the addenda, and then by the terms of the Contractor's Proposal.

IN WITNESS WHEREOF, this Consulting Services Agreement has been signed by the undersigned duly authorized officer of the Contractor, for the uses, purposes, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, at _____, _____, on the date shown below, to be effective as of the date stated above, after a due reading of the whole document.

WITNESSES: _____, Contractor

Witness

By: _____
Name: _____ (Date)
Title: _____

Witness

IN WITNESS WHEREOF, this Consulting Services Agreement has been signed by the undersigned duly authorized representative of LED, for the uses, purposes, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, at Baton Rouge, Louisiana, on the date shown below, to be effective as of the date stated above, after a due reading of the whole document.

WITNESSES:

Witness

**LOUISIANA DEPARTMENT
OF ECONOMIC DEVELOPMENT**

Witness

By: _____
Sharon B. Perez, (Date)
Undersecretary of LED

LED Contract Monitor